

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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CAVLAM BUSINESS LTD. and JEAN MAURICE  
BERGERON,

08 CV 2225 (JGK)

Plaintiffs,

-against-

DECLARATION OF  
WESLEY MARTIN ABSOLOM  
IN SUPPORT OF DEFENDANTS'  
MOTION TO DISMISS

CERTAIN UNDERWRITERS AT LLOYD'S,  
LONDON,

Defendants.

-----x

I, Wesley Martin Absolom, declare under penalty of perjury, in accordance with 28 U.S.C. § 1746, as follows:

1. I am an Underwriter for Underwriting Risk Services Ltd ("URS"), with an office at 55 Gracechurch Street, London, England. URS is a subsidiary of Talbot Holdings Ltd. Talbot Underwriting Ltd., another subsidiary of Talbot Holdings Ltd. and a sister company of URS, manages the affairs of Talbot 2002 Underwriting Capital Ltd. (Talbot 2002), a corporate name at Lloyd's of London, underwriting through Syndicate 1183, also managed by Talbot Underwriting Ltd. Talbot 2002 is the lead defendant in this action. I submit this affidavit in support of the defendants' motion to dismiss.

Placement of Insurance on the AMIRA

2. URS, among other things, underwrites marine insurance on yachts. URS formerly operated under the trade name "Yachtsure".

3. On November 6, 2002, URS received a fax from International Marine Insurance Services ("IMIS"), who I understand is located in North Grasonville, Maryland, requesting a quote for insurance on the yacht, "M/Y AMIRA." I understand that IMIS was the insurance broker for the plaintiffs (the assureds). While the quote request listed the yacht's owners as Jean Maurice Bergeron as the applicant and Cavalam Ltd as an additional insured, the Transcript of British Registry (British Virgin Islands) describes the yacht's owners as Cavlam Business Ltd. A true and correct copy of the quote request received on November 6, 2002 is attached hereto as Exhibit A.

4. Between November 6, 2002 and November 19, 2002, URS exchanged correspondence with IMIS concerning the quote request. During this correspondence, IMIS represented that Bergeron intended to ship the yacht back to France, where he resides, from the Caribbean before the 2003 hurricane season. Initially, on November 8, 2002, the quote request was declined by URS due to the vessel's stated mooring location in US/Caribbean waters. Ultimately, on November 19, 2002 URS provided a written quotation to insure the AMIRA, with an identified value of \$500,000 provided by the assureds, subject to the assureds' warranty that the yacht would leave Caribbean and US waters by July 1, 2003. A true and correct copy of the November 19, 2002 quotation is attached hereto as Exhibit B.

5. URS did not receive a response to the November 19, 2002 proposal until we received an email from Gary Golden at IMIS on January 14, 2003. In the email, Mr. Golden informed us that Mr. Bergeron had changed his plans, and now intended to take the AMIRA south to Trinidad to avoid storm exposure during the summer, rather than return it to the Mediterranean. URS therefore sent a revised quotation via facsimile to IMIS on February 6, 2003, a copy of which is attached hereto as Exhibit C. URS then received a fax from IMIS on

March 3, 2003 asking for coverage to be bound immediately. IMIS also confirmed that the premium of \$8,210 had been collected, and provided other documents, including a completed Yachtsure Proposal Form, which had been signed by Mr. Bergeron and listed an address for him and Cavalam Ltd. in Nassau, Bahamas. A copy of the completed Proposal Form is attached hereto as Exhibit D.

6. Following receipt of these documents, URS issued a Certificate of Insurance number M/03/08661 for the yacht for the period March 3, 2003 to March 3, 2004 (the "2003 Certificate"). A true and correct copy of the 2003 Certificate is attached hereto as Exhibit E.

7. URS placed the risk at Lloyd's pursuant to a binding authority with Talbot 2002. Talbot 2002 served as the lead underwriter on the risk, through Syndicate No. 1183, which was shared with the members of Syndicates Nos. 2001, 2003, 2987, 2020 and 1084 at Lloyd's of London.

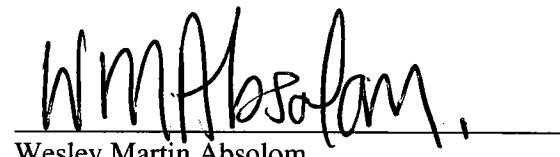
8. In February and March 2004, URS and IMIS exchanged emails and correspondence concerning renewal of the insurance for the AMIRA. In its renewal quotation dated February 20, 2004, a true and correct copy of which is attached as Exhibit F, URS specified that the policy would be subject to the exclusive jurisdiction of the English courts.

9. The renewal terms were accepted by the assureds and the insurance of AMIRA was renewed by Certificate of Insurance number M/04/08661, for the period March 3, 2004 to March 4, 2005 (the "2004 Certificate"). A true and correct copy of the 2004 Certificate is attached hereto as Exhibit G.

10. I understand that the vessel sank on December 18, 2004 and that a claim was thereafter presented by the assureds. The claim is the subject of the Declaration by Julian Prowse Bosworth dated May 27, 2008 (submitted herewith). Notwithstanding the sinking,

underwriters remained prepared to renew coverage for the damaged yacht upon expiry of the 2004 Certificate; however, coverage was withdrawn on March 15, 2005 when it became clear that the assureds had made no effort to minimize the loss or carry out any emergency and/or remedial work following the casualty.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on the 27<sup>th</sup> day of May, 2008.



Wesley Martin Absolom

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Jean Maurice Bergeron

**Quotation**

550713 International Marine Insurance Services  
 208 Piney Narrows Road  
 Chester  
 Maryland 21619  
 USA

Issued in accordance with authorisation granted to YACHTSURE underwritten by certain Underwriters at Lloyd's

**Period** 12 months at date to be agreed

<b>Vessel</b>	<b>Name</b>	<b>Year Built</b>	<b>Type</b>	<b>Length</b>
AMIRA		1972	Bertram	19.20 m
sel nghy and Outboard	Ccy USD	Sum Insured 550,000		Deductible 11,000
		10,000		500

**USD** **560,000 Total Sum Insured**

**In Commission Period** 12 months

**Navigation Limits** US Atlantic Coast & Bahamas

**Conditions**  
 American Yacht Form 77 (P)  
 Protection and Indemnity 77 (Q) Limited to USD 500,000 any one accident or occurrence  
 Deductible USD 500 each and every claim  
 Medical Payments 77(S) Limit USD 5,000 any one person/USD 25,000 any one accident or occurrence.  
 Deductible USD 100 each and every claim  
 Uninsured Boater USD 25,000. Deductible USD 500 each and every claim  
 Legality Clause  
 Privacy Clause (LSW 1135)  
 Excluding War  
 Excluding Crew  
 Excluding Cargo Shipment  
 Warranted vessel left Caribbean/ US Waters by 1st July 2003  
 Subject to a satisfactory survey and valuation  
 Warranted Premium paid to Underwriters within 45 days of inception or cover automatically cancelled with effect from inception.

**Gross Premium** **USD** **8,210.00**

**Total** **USD** **8,210.00**

This Quotation shall be subject to the exclusive jurisdiction of the English courts, except as may be expressly provided herein to the contrary. A full copy of the Conditions herein are available on request.

**This Quotation is subject to a Satisfactory Proposal Form**

**Quotation valid for 45 days from 19/11/2002**

**LEASE NOTE:**

INSURANCE PREMIUM TAX AT 5% OR THE APPLICABLE RATE WILL BE PAYABLE HEREON UNLESS EXEMPT.

FAO: Gary Golden

Jean Maurice Bergeron

550713 International Marine Insurance Services  
 208 Piney Narrows Road  
 Chester  
 Maryland 21619  
 USA

## Quotation

Issued in accordance with authorisation granted to YACHTSURE underwritten by certain Underwriters at Lloyd's.

**Period** 12 months at date to be agreed

	Name	Year Built	Type	Length
<b>Vessel</b>	AMIRA	1972	Bertram	19.20 m.
<b>C</b> essel	Cey	Sum Insured		<b>Deductible</b>
<b> Dinghy and Outboard</b>	USD	550,000		11,000
		10,000		500

USD **560,000 Total Sum Insured**

**In Commission Period** 12 months

**Navigation Limits** US Atlantic Coast, Bahamas and Caribbean Waters 9-19 degrees North by 58-68 degrees West

**Conditions** American Yacht Form 77 (P)

Protection and Indemnity 77 (Q) Limited to USD 500,000 any one accident or occurrence

Deductible USD 500 each and every claim

Medical Payments 77(S) Limit USD 5,000 any one person/USD 25,000 any one accident or occurrence.

Deductible USD 100 each and every claim

Uninsured Boater USD 25,000. Deductible USD 500 each and every claim

Legality Clause

Privacy Clause (LSW 1135)

Excluding War

Excluding Crew

Warranted vessel below 12.5 degrees North during the period 1st July to 30th November

Subject to a satisfactory survey and valuation

Additional premium US\$ 280.00 in respect of war coverage (o/w US\$ 28.00 i/o TRIA)

Warranted Premium paid to Yachtsure within 45 days of inception or cover automatically cancelled with effect from inception.

**Gross Premium** USD 8,210.00

**Total** USD **8,210.00**

This Quotation shall be subject to the exclusive jurisdiction of the English courts, except as may be expressly provided herein to the contrary. A full copy of the Conditions herein are available on request.

This Quotation is subject to a Satisfactory Proposal Form

Quotation valid for 45 days from 06/02/2003

**PLEASE NOTE:**

**INSURANCE PREMIUM TAX AT 5% OR THE APPLICABLE RATE WILL BE PAYABLE HEREON UNLESS EXEMPT.**

Fax émis par : B143461976

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## YACHTSURE PROPOSAL FORM

International Marine Insurance Services

**Details of Proposer**

Insured's full name: Jean Martin, Berger, and Cavalier, Ltd.  
 Address: P.O. Box 674, Nassau, Bahamas  
 Phone: Work: 1 646 327 9321 Home: 1 646 327 9321 Fax: 1 646 327 9321  
 Occupation: retired Date of birth: Aug 69  
 Name of Owner (if not the Insured): Cavalier, Ltd.

Experience & Qualifications: a) In this type of craft: (i) years as skipper: ..... (ii) years as crew: .....  
 b) In craft generally: (i) years as skipper: 17 (ii) years as crew: 19

Have you had any accidents/claims/losses in connection with any vessel you have sailed/owned/under your control in the last 5 years? YES NO  
 If 'YES' please provide details, including dates and amounts paid: 1/2000, and a single and the last another year, \$15,000.

Have you ever been refused insurance? YES NO If 'YES' please provide details: \_\_\_\_\_

Have you or any person you have allowed or may allow to use your craft, ever been charged with or convicted of any offence involving dishonesty of any kind, e.g. fraud, arson, robbery, smuggling, theft or handling stolen goods? YES NO  
 If 'YES' please provide details: \_\_\_\_\_

Previous insurers: Hay's of London, General Star Insurance Details of N.C.B. (if applicable, please attach proof): \_\_\_\_\_

**Details of Vessel**

Name: AMIA Type/model: motor yacht  
 Builders: Portman Port of Registry: British Virgin Islands  
 Material of Hull: Fiberglass Mast: — Date built: 1972  
 Hull identification No.: GRY630171072 Other identification No.: \_\_\_\_\_  
 Date purchased: 03/1999 Price paid: \$165,000  
 Length: 63' Beam: 12'4" Draft: 6' Tonnage: 65 gross; 52 net  
 Sail area (if applicable): \_\_\_\_\_ Maximum Designed Speed: 21 mph  
 Type of rigging: n/a  Masthead  Fractional  Other (please state) \_\_\_\_\_  
 Type of hull: Monohull  Catamaran  Trimaran

Has the vessel been professionally surveyed in the last three years? 07/22/1999, not recently  
 If yes, please provide surveyor's name and copy of survey: Florida National Surveyors, Inc.

**Value to be insured**

1) Vessel	\$ <u>500,000</u>
2) Dinghy/Tender	\$ <u>10,000</u>
3) Outboard motor(s)	\$ <u>included in tender</u>
4) Trailer	\$ <u>—</u>
5) Personal Effects*	\$ <u>—</u>
Total Sum to be Insured	\$ <u>510,000</u>

Please list any other specific items within the vessel value:

Value	Description
\$ <u>—</u>	( <u> </u> )
\$ <u>—</u>	( <u> </u> )
\$ <u>—</u>	( <u> </u> )
\$ <u>—</u>	( <u> </u> )
\$ <u>—</u>	( <u> </u> )

\* Personal Effects are defined as items that would not be sold with the vessel and are limited to £250/wk single item (or the equivalent in any other currency.)

Int'l Marine Ins Svcs

+410-643-8391

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Fax 6ms per : 8143461976

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Engine/Machinery detailsMake and model of engine(s): *detroit Diesel*Year built: *1972* H.P. (total): *860* Number of engines: *2*Type:  Inboard  Blendrive  Jet  
 Outboard  Surface-drive  Other (please state)Fuel:  Petrol  Diesel  CODAG  CODOGFire Extinguishers:  Manual  Water  Foam  
 Automatic  CO<sub>2</sub>  Other (please state)Do you wish to cover the outboard motor against dropping off and falling overboard? *yes*If so, please state make, model, age and H.P. of outboard motor: *1995 30hp. Tobato*Use of vessel and coverageUse:  Private pleasure  Skipper charter (if day charter please state no. passengers: .....)  
 Bareboat charter  Other (please state)Moorings: *no regular mooring*  Marina pontoon  Marina stern to  Swing  
*mooring*  Pier  Fore & aft  Other (please state)Where will the vessel be moored? *in Toulon or hercules port*Months in commission: *12 months* Location of lay-up: *—*Is the vessel subject to finance/mortgage? If so, please state amount of loan and name of finance company: *no*Date cover is to commence: *MARCH 1st 2003* To: *February 29th 2004*Third party limit required: *\$500,000* Limit for water-skiers liability limit required: *—*Deductible required: *\$10,000*

Will the vessel be used for racing? YES / NO

If 'YES' please provide replacement value of mast, spars, sails and rigging: *—*Type of risk: *n/a*  Club  OffshoreNavigation limits  UK Inland & coastal  UK Inland & coastal waters & continental waters between Brest & River Elbe Mediterranean waters not East of ..... degrees East Other (please state) *UK, Atlantic, south, continental and southern, Canaries, etc*Declaration

All material facts must be disclosed to Underwriters whether or not the subject of a specific question above. A material fact is one which a prudent Underwriter would regard as likely to influence the acceptance or assessment of the proposal. Non-disclosure or misrepresentation of material fact may result in the insurance being void. If you are in any doubt about whether facts would be considered material, you should disclose them.

I declare that the particulars and answers are correct and complete in every respect to my knowledge and belief. I agree that this proposal and declaration shall form the basis of the contract of insurance between me and the Underwriters if a policy is issued.

I further declare and agree that if the statement and particulars above have been completed in the handwriting of any other person other than the undersigned, such person deemed to be the agent of the proposer for the purpose of completion purposes.

Signed ..... Full name *Tom Maurice Brighton* Date *Feb 27/03*

Name of Insured

Maurice Bergeron & Cavalam Ltd  
Box 6174  
sau  
amas

International Marine Insurance Services  
208 Piney Narrows Road  
Chester  
Maryland 21619  
USA

**Certificate of Insurance**

sued in accordance with authorisation granted to YACHTSURE under Contract No YS03/0001 underwritten by certain Underwriters at  
oyd's. In consideration of the premium specified below, the said Underwriters are hereby bound each for his own part and not one for  
other, their heirs, executors and administrators, to insure the vessel(s) named herein, in accordance with the terms and conditions  
tached hereto.

chedule hereto forming part of Certificate No. M/03/08661

sued in respect of the insurance effected on the vessel(s) named herein, in accordance with your instructions.

eriod 03/03/2003 to 03/03/2004 at 00.01 hours local standard time

essel	Name	Ccy	Sum Insured	Year Built	Type	Length
				1972	Bertram 63	19.20 m
dinghy and Outboard	AMIRA	USD	500,000			11,000
			10,000			500
		USD	<b>510,000 Total Sum Insured</b>			

n Commission Period 12 months

avigation Limits US Atlantic Coast, Bahamas and Caribbean Waters 9-19 degrees North by 58-68 degrees West

**Conditions**

American Yacht Form 77 (P)  
Protection and Indemnity 77 (Q) Limited to USD 500,000 any one accident or occurrence subject to a deductible USD 500 each and every claim  
Medical Payments 77(S) Limit USD 5,000 any one person/USD 25,000 any one accident or occurrence, subject to a deductible USD 100 each and every claim  
Uninsured Boater USD 25,000. Deductible USD 500 each and every claim

**Legality Clause**

Privacy Clause (LSW 1135)

Excluding War

Excluding Crew

Excluding Cargo Shipment

Warranted vessel below 12.5 degrees North during the period 1st July to 30th November

Warranted Premium paid to Yachtsure within 45 days of inception or cover automatically cancelled with effect from inception.

Gross Premium	USD	8,210.00	Total USD	8,210.00
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This Certificate is not valid unless signed

Signed for and on behalf of Yachtsure, Gracechurch House, 55 Gracechurch Street, London EC3V 0JP

Dated in London 18/03/2003

Attaching to and forming part of Certificate No: M/03/08661

**AMIRA**

**COMPLAINTS PROCEDURE**

If you have a problem concerning any aspect of your insurance please contact your Broker or Yachtsure:

Yachtsure,  
Gracechurch House,  
55 Gracechurch Street,  
London EC3V 0JP

If you are unable to resolve the situation and wish to make a complaint you can do so at any time by referring the matter to the Complaints Department at Lloyd's.

Their address is:

Complaints Department  
Lloyd's  
One Lime Street  
EC3M 7HA

Tel. 020 7327 5693  
Fax. 020 7327 5225

E-mail: [lloyds-regulatory-complaints@lloyds.com](mailto:lloyds-regulatory-complaints@lloyds.com)

Complaints that can not be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

1 Maurice Bergeron & Cavalam Ltd  
 Box 6174  
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 iamas

INTERNATIONAL MARINE INSURANCE  
 208 Piney Narrows Road  
 Chester  
 Maryland 21619  
 USA

### Endorsement No A 1 for Certificate No M/03/08661

It is hereby understood and agreed that for the effective period the terms are amended as follows:-

Effective Period 03/07/2003 to 03/03/2004  
 Original Period 03/03/2003 to 03/03/2004

Vessel	Name	Year Built	Type	Length
	AMIRA	1972	Bertram 63	19.20 m
Vessel	Ccy	Sum Insured		Deductible
Yacht and Outboard	USD	500,000		11,000
		10,000		500
	USD	<b>\$10,000 Total Sum Insured</b>		

It is hereby understood and agreed that cover herein excludes Named Windstorm losses during the period 1st July and 30th November

All other terms, clauses and conditions remain unaltered

This Endorsement is not valid unless signed

Signed for and on behalf of Yachtsure, Gracechurch House, 55 Gracechurch Street, London EC3V 0JP

Dated in London 14/07/2003

Name of Insured:

ean Maurice Bergeron & Cavalam Ltd  
 'O Box 6174  
 Nassau  
 Bahamas

INTERNATIONAL MARINE INSURANCE  
 462 Kent Narrows Way North  
 Grasonville  
 MD 21638-1022  
 USA

OK

**RENEWAL QUOTATION**

CERTIFICATE NO	M/03/08661	RENEWAL DATE	03/03/2004
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Period 03/03/2004 to 03/03/2005 at 00.01 hours local standard time

Vessel	Name AMIRA	Year Built 1972	Type Bertram 63	Length 19.20 m
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Vessel Dinghy and Outboard	Ccy USD	Sum Insured 500,000 10,000	Deductible (USD) 11,000 500
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USD **510,000 Total Sum Insured**

In Commission Period 12 months

Navigation Limits US Atlantic Coast, Bahamas and Caribbean Waters 9-19 degrees North by 58-68 degrees West

Conditions American Yacht Form 77 (P)  
 Protection and Indemnity 77 (Q) Limited to USD 500,000 any one accident or occurrence subject to a deductible USD 500 each and every claim  
 Medical Payments 77(S) Limit USD 5,000 any one person/USD 25,000 any one accident or occurrence, subject to a deductible USD 100 each and every claim  
 Uninsured Boater USD 25,000. Deductible USD 500 each and every claim  
 Legality Clause  
 Privacy Clause (LSW 1135)  
 Excluding War  
 Excluding Crew  
 Warranted vessel below 12.5 degrees North during the period 1st July to 30th November  
 Warranted Premium paid to Yachtsure within 45 days of Certificate issue date or cover automatically cancelled with effect from inception.

Gross Premium USD 8,210.00  
 Total USD 8,210.00

I confirm that there are no material changes to this insurance and that I have read page 2 of this Quotation and accept the terms and conditions as quoted.

or excl. NWS losses  
 (this is not put on any quote)  
 to I.M.I.

Signed

Dated

Printed 20/02/2004

Please return the complete Renewal Notice together with the full premium payment to ensure continuation of cover.

**ATTACHING TO AND FORMING PART OF RENEWAL QUOTATION IN RESPECT OF CERTIFICATE NO M/03/08661**

Under recent EC legislation, an Assured is to be advised that the parties to a contract of insurance covering a risk situated in the EC are permitted to choose the law applicable to the contract. This insurance contract shall be subject to the exclusive jurisdiction of the English courts, except as may be expressly provided herein to the contrary.

**N.B. Any material alteration in the facts previously disclosed in connection with this insurance which could affect the insurers decision on the terms and conditions quoted must be notified to Insurer's or the insurance may be voided by reason of non-disclosure. If there are any material changes of which the Insurer's should be aware, please provide details below.**

Name of Insured  
 Ian Maurice Bergeron & Cavalam Ltd  
 PO Box 6174  
 Nassau  
 Bahamas



INTERNATIONAL MARINE INSURANCE  
 4-62 Kent Narrows Way North  
 Grasonville  
 MD 21638-1022  
 USA

### Certificate of Insurance

Issued in accordance with authorisation granted to YACHTSURE under Contract No YS04/0001 underwritten by certain Underwriters at Lloyd's. In consideration of the premium specified below, the said Underwriters are hereby bound each for his own part and not one for another, their heirs, executors and administrators, to insure the vessel(s) named herein, in accordance with the terms and conditions attached hereto.

Schedule hereto forming part of Certificate No. M/04/08661

Issued in respect of the insurance effected on the vessel(s) named herein, in accordance with your instructions.

Period 03/03/2004 to 03/03/2005 at 00.01 hours local standard time

Vessel	Name	Ccy	Year Built	Type	Length
	AMIRA				
<del>Vessel</del>	<del>Dinghy and Outboard</del>	<del>USD</del>	<del>500,000</del>	<del>10,000</del>	<del>11,000</del>
		USD	510,000	Total Sum Insured	500

In Commission Period 12 months

Navigation Limits US Atlantic Coast, Bahamas and Caribbean Waters 9-19 degrees North by 58-68 degrees West

Conditions American Yacht Form 77 (P)  
 Protection and Indemnity 77 (Q) Limited to USD 500,000 any one accident or occurrence subject to a deductible USD 500 each and every claim  
 Medical Payments 77(S) Limit USD 5,000 any one person/USD 25,000 any one accident or occurrence, subject to a deductible USD 100 each and every claim  
 Uninsured Boater USD 25,000. Deductible USD 500 each and every claim  
 Legality Clause  
 Privacy Clause (LSW 1135)  
 Excluding War  
 Excluding Crew  
 Warranted vessel below 12.5 degrees North during the period 1st July to 30th November  
 Warranted no known or reported losses at 5th March 2004  
 Warranted Premium paid to Yachtsure within 45 days of Certificate issue date or cover automatically cancelled with effect from inception.

Gross Premium	USD	8,210.00	Total USD	8,210.00
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This Certificate is not valid unless signed

*A. Oakley*

Dated in London 10/03/2004

Signed for and on behalf of Yachtsure, Gracechurch House, 55 Gracechurch Street, London EC3V 0JP

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Attaching to and forming part of Certificate No: M/04/08661

AMIRA

COMPLAINTS PROCEDURE

If you have a problem concerning any aspect of your insurance please contact your Broker or Yachtsure:

Yachtsure,  
Gracechurch House,  
55 Gracechurch Street,  
London EC3V 0JP

If you are unable to resolve the situation and wish to make a complaint you can do so at any time by referring the matter to the Complaints Department at Lloyd's.

Their address is:

Complaints Department  
Lloyd's  
One Lime Street  
EC3M 7HA

Tel. 020 7327 5693  
Fax. 020 7327 5225

E-mail: [lloyds-regulatory-complaints@lloyds.com](mailto:lloyds-regulatory-complaints@lloyds.com)

Complaints that can not be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.